Certificate/Commitment No.:

### **DATE DOWN ENDORSEMENT**

1.	The Effective Date of Certificate is hereby extended to:			
2.	Schedule A of the above Commitment is hereby amended in the following particulars:  (a)The title to the estate or interest in the land is at the extend Effective Date hereof vested in:			
3.	Schedule B of the above Commitment is hereby amended in the following particulars:  (a) The following numbered exceptions are hereby deleted:			
	(b) The following numbered exceptions are hereby added:			
4.	Final Guaranty Certificate (or Certificates) will be issued after Issuing Attorney's receipt of the following  Mortgage Satisfaction and Release from			
	Composite Mortgage Affidavit (ALTA) executed by			
	Personal Information Affidavit executed by			
	Survey			
	is Endorsement is made a part of said Certificate/Commitment and is subject to the Schedules and Conditions and Stipulations erein, except as modified by the provisions hereof.  TITLE GUARANTY DIVISION			
	Loyd W. Ogle			
	Loyd W. Ogle, Director			
_	DATE MEMBER NO. SIGNATURE OF ATTORNEY			

Original to Lender Copy to the Title Guaranty Division

Certificate No.:

### STANDARD EXCEPTION WAIVER ENDORSEMENT

Standard Exception(s)	_ have been deleted.		
The Endorsement is made a part of the C prior endorsement thereto. Except to the c the Certificate and any prior endorsement Certificate") and prior endorsements or in	extent expressly stated, it nate, if any, nor does it exte	either modifies any of the term and the effective date of the C	is and provisions of
		Title Guaranty Division	
	D	Loyd W. Ogle	
	Ву	Loyd W. Ogle, Director	
DATE MEN	MBER NO.	SIGNATURE OF ATTORN	NEY

Certificate No.:

#### COMPREHENSIVE ENDORSEMENT

The Division hereby guarantees the Guaranteed against actual loss or damage which said Guaranteed shall sustain by reason of any of the following matters:

- 1. Any inaccuracies in the following assurances:
  - (a) That there are no covenants, conditions, or restrictions under which the lien of the mortgage referred to in Schedule A can be divested or subordinated or its validity, priority or enforceability otherwise impaired.
  - (b) That, unless otherwise expressly set forth or indicated to the contrary in Schedule B:
    - 1. There are no present violations on said land of any enforceable covenants, conditions or restrictions or plat building lines;
    - 2. Any instrument referred to in Schedule B as specifically containing "covenants and restrictions" affecting said land does not, in addition, establish an easement thereon or provide for either a lien for liquidated damages, a levy of a private charge or assessment, an option to purchase, or the prior approval of a future purchaser or occupant;
    - 3. There are no encroachments of existing improvements located on said land onto adjoining land, nor any encroachments onto said land of existing improvements located on adjoining land;
    - 4. There are no encroachments of existing improvements located on said land onto that portion of said land subject to any easement shown in Schedule B.
- 2. Any future violations on said land of any covenants, conditions or restrictions occurring prior to acquisition of title to said land by the Guaranteed, provided such violations result in loss or impairment of the lien of the mortgage referred to in Schedule A, or impair the validity, priority or enforceability of such lien or result in loss or impairment of the title to said estate or interest if the Guaranteed shall acquire title in satisfaction of the indebtedness secured by such mortgage.
- 3. The entry of any court order or judgment which constitutes a final determination and denies the right to maintain any existing improvements on said land because of any violation of any covenants, conditions or restrictions or plat building lines or because of any encroachment thereof onto adjoining land.

Wherever in this endorsement any or all the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or to include the terms, covenants and condition or limitations contained in any lease, instrument creating an easement or declaration of condominium referred to in Schedule A.

This endorsement is made a part of the Certificate and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Certificate and prior endorsements, if any, nor does it extend the effective date of the Certificate ("Date of Certificate") and prior endorsements or increase the face amount thereof.

By Loyd W. Ogle
Loyd W. Ogle, Director

DATE MEMBER NO. SIGNATURE OF ATTORNEY

Certificate No.:

### VARIABLE RATE MORTGAGE ENDORSEMENT

The Division hereby guarantees against loss or damage by reason of:

- (1) The invalidity or unforceability of the lien of the guaranteed mortgage resulting from the provisions therein which provide for changes in the rate of interest.
- (2) Loss of priority of the lien of the guaranteed mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with interest as changed in accordance with the provisions of the guaranteed mortgage, which loss of priority is caused by said changes in the rate of interest.

"Changes in the rate of interest", as used in this Endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the guaranteed mortgage at Date of Certificate.

This Endorsement does not guarantee against loss or damage based upon (a) usury, or (b) any consumer credit protection or truth in lending law.

This Endorsement is not to be construed as guaranteeing title to said estate or interest as of any later date than the Date of the Certificate.

This Endorsement is made a part of the Certificate and is subject to all of the terms and provisions thereof and of any prior Endorsement thereto, except that the guaranty afforded by this Endorsement is not subject to paragraph 3 (d) of the Exclusions From Coverage. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Certificate and any prior Endorsements, nor does it increase the face amount thereof.

TITLE GUARANTY DIVISION

By Loyd W. Ogle
Loyd W. Ogle, Director

DATE MEMBER NO. SIGNATURE OF ATTORNEY

Certificate No.:

### **ENCROACHMENT ENDORSEMENT**

The Title Guaranty Division hereby guarantees the Guaranteed against actual loss or damage which the Guaranteed shall sustain by reason of any final judgment or decree by a court of competent jurisdiction denying the right to maintain the improvements as now located on the land covered by this Certificate, beyond the boundaries of the property described in Schedule A hereof, or in violation of any building set-back line, or easement mentioned in Schedule B hereof.

The total liability of the Title Guaranty Division under said Certificate and this Endorsement thereto shall not exceed, in the aggregate, the face amount of said Certificate and costs which the Title Guaranty Division is obligated under the Conditions and Stipulations thereof to pay.

This Endorsement is made a part of the Certificate and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Certificate and prior endorsements, if any, nor does it extend the effective date of the Certificate ("Date of Certificate") and prior endorsements or increase the face amount thereof.

			TITLE GUARANTY DIVISION
		Ву	Loyd W. Ogle
			Loyd W. Ogle, Director
DATE	MEMBER NO.		SIGNATURE OF ATTORNEY

Certificate No.:

#### **CONDOMINIUM ENDORSEMENT**

The Division hereby guarantees against loss or damage by reason of:

- (1) The failure of the unit identified in Schedule A and its common elements to be part of a condominium within the meaning of the condominium statutes of the jurisdiction in which the unit and its common elements are located.
- (2) The failure of the documents required by said condominium statutes to comply with the requirements of said statutes to the extent that such failure affects the title to the unit and its common elements.
- (3) Present violations of any restrictive covenant, which restrict the use of the unit and its common elements and which are contained in the condominium documents. Said restrictive covenants do not contain any provisions, which will cause a forfeiture or reversion of title.
- (4) The priority of any lien for charges and assessments provided for in the condominium statutes and condominium documents over the lien of any guaranteed mortgage identified in Schedule A.
- (5) The failure of the unit and its common elements to be entitled by law to be assessed for real property taxes as a separate parcel.
- (6) Any obligation to remove any improvements which exist at Date of Certificate because of any present encroachment or because of any future unintentional encroachment of the common elements upon any unit or of any unit upon the common elements or another unit.
- (7) The failure of title by reason of a right of first refusal to purchase the unit and its common elements which was exercised or could have been exercised at Date of Certificate.

This Endorsement is made a part of the Certificate and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Certificate and prior endorsements, if any, nor does it extend the effective date of the Certificate ("Date of Certificate") and prior endorsements or increase the face amount thereof.

TITLE GUARANTY DIVISION

		Ву	Loyd W. Ogle
			Loyd W. Ogle, Director
DATE	MEMBER NO.		SIGNATURE OF ATTORNEY

Certificate No.:

### LOCATION ENDORSEMENT

		rantees the Guaranteed agains is in the following assurances:	st loss or	damage, which the Guaranteed shall	sustain by
(a)	That according to	the plat of the subdivision, said	d land has	s a street frontage of	
					feet, and
	depth of				feet, and
	is located				
(b)	There is located o	on said land			
(c)	That the building	on said land has No.			
	thereon, indicating	g that the same is known as			
orior er	ndorsement thereto ertificate and prior	. Except to the extent expressly	stated, it es it exter	o all of the terms and provisions thereof neither modifies any of the terms and pr not the effective date of the Certificate thereof.	rovisions o
				TITLE GUARANTY DIVISION	
			Ву	Loyd W. Ogle Loyd W. Ogle, Director	
	ATE	MEMBER NO.		SIGNATURE OF ATTORNEY	<del></del>

Original to Lender Copy to the Title Guaranty Division

Certificate No.: L -

### **FORM E ENDORSEMENT - LENDER**

Issued to:			
Amount of Coverage: \$			
Date of Certificate:			
is hereby amended as f	follows:		
The reason for this Am	endment is:		
	e a part of said Title Guaranty Ce pt as modified by the provisions		and is subject to the Schedule and Conditions an
			TITLE GUARANTY DIVISION
		Ву	Loyd W. Ogle Loyd W. Ogle, Director
 DATE	MEMBER NO.		SIGNATURE OF ATTORNEY

Original to Lender Copy to the Title Guaranty Division

Division Form: 453al

Certificate No.: O -

### **FORM E ENDORSEMENT - OWNER**

Issued to:			
Amount of Coverage:			
Date of Certificate:			
ls hereby amended as f	ollows:		
The reason for the Ame	endment is:		
	e a part of said Title Guaranty Cer ot as modified by the provisions h		and is subject to the Schedule and Conditions and
			TITLE GUARANTY DIVISION
			Q = A
		Ву	Loyd W. Ogle
		-,	Loyd W. Ogle, Director
 DATE	MEMBER NO.		SIGNATURE OF ATTORNEY
DAIL	IVILIVIDLIX INC.		SIGNATURE OF ATTORNET

Original to Lender Copy to the Title Guaranty Division

# CONTINUATION SHEET TITLE GUARANTY DIVISION

Continuation	of		
Continuation Sheet is m Conditions and Stipulati	nade a part of said Title Guaranty ions therein, except as modified b	Certification Certification	ate and is subject to the Schedules and evious hereof.
			TITLE GUARANTY DIVISION
			Loyd W. Ogle
		Ву	-0
			Loyd W. Ogle, Director
DATE	MEMPER NO		CIONATURE OF ATTORNEY
DATE	MEMBER NO.	_	SIGNATURE OF ATTORNEY
	Original Copy to the Title		

Certificate No.:

#### REVOLVING CREDIT ENDORSEMENT

The Division hereby guarantees the owner of the indebtedness secured by the guaranteed mortgage, or deed of trust, referred to in paragraph 4 of Schedule A (hereinafter referred to as "the guaranteed mortgage") against loss which

- (1) The invalidity or unenforceability of the lien of the guaranteed mortgage resulting from the provisions therein which provide for changes in the rate of interest.
  - (2) Loss of priority of the lien of the guaranteed mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the guaranteed mortgage, which loss of priority is caused by changes in the rate of interest, as provided in the guaranteed mortgage.

"Changes in the rate of interest", as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the guaranteed mortgage at Date of Certificate.

(3) Loss of priority of the lien of the Guaranteed mortgage as to each and every advance which the guaranteed makes pursuant to the provisions of the guaranteed mortgage or the underlying agreement (the "Agreement") upon which advances have been made; provided, however, that no coverage is given by this paragraph 3 as to any advance made after the Guaranteed has actual knowledge of any sale or transfer of all or any portion of the estate or interest encumbered by the guaranteed mortgage, and provided further that no coverage is given by this paragraph 3 as to any advance made during any period in which an event of default exists under the terms of the guaranteed mortgage or as to any advance made more than ten (10) days after notice of exercise of the call option provided for in the Agreement has been given or as to any advance made after the specified date in an notice of cancellation given by the Guaranteed pursuant to the Agreement, with respect to any sale, transfer, lien encumbrance or other matter of which the Guaranteed has actual knowledge on the date of such advance.

The Division further assures the guaranteed that the advances described above shall not constitute "additional principal indebtedness", as referred to in paragraph 8 (b) of the Conditions and Stipulations of the Certificate for the purpose of limiting liability under the provisions of that paragraph.

The Division shall guarantee the amount of all advances outstanding and unpaid at any given time (up to the face amount of the Certificate) notwithstanding the fact that prior advances may have been made and previously repaid in whole or in part.

For the Purposes of this endorsement, and notwithstanding any terms or provisions in the Certificate to the contrary, the following term shall be defined as follows:

"Advances", as used in this endorsement, shall mean extensions of credit under and pursuant to the terms and provisions of the Agreement. An extension of credit shall occur on the date on which (i) a check is drawn on the account established by the Agreement (represented by the date appearing on the check); or (ii) the Guaranteed, pursuant to its contractual obligations under the Agreement, authorizes a charge for the benefit of an individual authorized to incur charges under/on the credit card issued to such an individual to the account established by the Agreement; or (iii) a credit card charge is actually made; or (iv) an advance is otherwise made pursuant to the Agreement.

Certificate No.:

### **REVOLVING CREDIT ENDORSEMENT (cont.)**

This Endorsement does not guarantee against loss or damage based upon:

- (a) Usury;
- (b) Any consumer credit protection or truth in lending law;
- (c) Federal tax liens; or
- (d) Bankruptcies appearing in the public records affecting the estate of the vestee prior to the date of such advances.

This endorsement is made a part of the Certificate and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the guaranty afforded by this endorsement is not subject to paragraph 3 (d) of the Exclusions From Coverage of the Certificate. Except as modified by the provisions hereof, this endorsement neither modifies any of the terms and provisions of the Certificate and any prior endorsements, nor does it extend the Date of Certificate or any prior endorsements, nor does it increase the face amount thereof.

TITLE GUARANTY DIVISION

Bv

Loyd W. Ogle, Director

Loyd W. Ogle

DATE	MEMBER NO.	SIGNATURE OF ATTORNEY

Certificate No.:

Division Form: 456

#### **ENVIRONMENTAL PROTECTION LIEN ENDORSEMENT**

The coverage afforded by this endorsement is effective only if the land is used or is to be used primarily for residential purposes. The Division guarantees the Guaranteed against loss or damage sustained by reason of lack of priority of the lien of the guaranteed mortgage over:

- (a) any environmental protection lien which, at Date of Certificate, is recorded in those records established under state statutes at Date of Certificate for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court for the district in which the land is located, except as set forth in Schedule B; or
- (b) any environmental protection lien provided for by any state statute in effect at Date of Certificate, except environmental protection liens provided for by the following state statutes: NONE

This endorsement is made a part of the Certificate and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Certificate and any prior endorsements, nor does it extend the effective date of the Certificate ("Date of Certificate") and any prior endorsements, nor does it increase the face amount thereof.

		Ву	TITLE GUARANTY DIVISION  Loyd W. Ogle  Loyd W. Ogle, Director
DATE	MEMBER NO.		SIGNATURE OF ATTORNEY

Certificate No.:

### **ZONING ENDORSEMENT (ALTA FORM 3)**

1.	1. The Division hereby guarantees that as of the Date of Certificate:					
	(a)	According to applicable zoning ordinances and amendments thereto, the land is classified Zone				
	(b)	The following user or uses are allowed under said classification subject to compliance with any conditions, restrictions or requirements contained in said zoning ordinances and amendments thereto, including but not limited to the securing of necessary consents or authorizations as a prerequisite to such use or uses:				
unt	il after a	all be no liability under this endorsement based on the invalidity of said ordinances and amendments there a final decree of a court of competent jurisdiction adjudicating such invalidity, the effect of which is to prohib or uses.				
or i	ncurred	amage as to the matters guaranteed against by this endorsement shall not include loss or damage sustained by reason of refusal of any person to purchase, lease or lend money on the estate or interest covere the land described in Schedule A.				
prio the	or endoi Certifi	rsement is made a part of the Certificate and is subject to all of the terms and provisions thereof and of arcsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions icate and any prior endorsements, nor does it extend the effective date of the Certificate ("Date e") and any prior endorsements, nor does it increase the face amount thereof.				
		TITLE GUARANTY DIVISION				
		By Loyd W. Ogle, Director				
_	DATE	E MEMBER NO. SIGNATURE OF ATTORNEY				
	Original to Lender					

Original to Lender **Copy to the Title Guaranty Division** 

Certificate No.:

### PLANNED UNIT DEVELOPMENT (PUD) ENDORSEMENT

The Division hereby guarantees against loss or damage by reason of:

- (1) Present violations of any restrictions covenants referred to in Schedule B which restrict the use of land. Said restrictive covenants do not contain any provisions, which will cause a forfeiture or reversion of title.
- (2) The priority of any lien for charges and assessments in favor of any association of homeowners which are provided for in any documents referred to in Schedule B over the lien of any guaranteed mortgage identified in Schedule A.
- (3) The enforced removal of any existing structure on the land (other than a boundary wall or fence) because it encroaches onto adjoining land or onto any easements.
- (4) The failure of title by reason of right of first refusal to purchase the land which was exercised at Date of Certificate.

This Endorsement is made a part of the Certificate and subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Certificate and prior endorsements, if any, nor does it extend the effective date of Certificate ("Date of Certificate") and prior endorsements or increase the face amount thereof.

		TITL	E GUARANTY DIVISION
		Ву	Loyd W. Ogle  Loyd W. Ogle, Director
DATE	MEMBER NO.		SIGNATURE OF ATTORNEY

Certificate No.:

### **ZONING ENDORSEMENT (ALTA FORM 3.1)**

1.	The	e Division hereby guarantees that as of the Date of Certificate:
	(a)	According to applicable zoning ordinances and amendments thereto, the land is classified Zone
	(b)	The following use or uses are allowed under said classification subject to compliance with any conditions, restrictions or requirements contained in said zoning ordinances and amendments thereto, including but not limited to the securing of necessary consents or authorization as a prerequisite to such use or uses:
		shall be no liability under this endorsement based on the invalidity of said ordinances and amendments thereto until after cree of a court of competent jurisdiction adjudicating such invalidity, the effect of which is to prohibit such use or uses
2.	The	e Division further guarantees against loss or damage arising from a final decree of a court of competent jurisdiction:
	(a)	prohibiting the use of the land, with any structure presently located thereon, as specified in paragraph 1(b) above, or
am		requiring the removal or alteration of said structure on the basis that as of Date of Certificate said ordinances and ments thereto have been violated with respect to any of the following matters:
		<ul> <li>(i) Area, width or depth of the land as a building site for said structure.</li> <li>(ii) Floor space area of said structure.</li> <li>(iii) Setback of said structure from the property lines of the land.</li> <li>(iv) Height of said structure.</li> </ul>
by	reas	damage as to the matters guaranteed against by this endorsement shall not include loss or damage sustained or incurre son of refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the lan sed in Schedule A.
end and	dorse d an	ndorsement is made a part of the Certificate and is subject to all of the terms and provisions thereof and of any prior ements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Certificat by prior endorsements, nor does it extend the effective date of the Certificate ("Date of Certificate") and any prior ements, nor does it increase the face amount thereof.
		TITLE GUARANTY DIVISION
		Loyd W. Ogle
		By Loyd W. Ogle, Director
_	DA	ATE MEMBER NO. SIGNATURE OF ATTORNEY

Original to Lender Copy to the Title Guaranty Division

The Division hereby guarantees the Guaranteed against loss or damage by reason of any inaccuracy in the following

Certificate No.:

### **RESTRICTIONS ENDORSEMENT (ALTA) FORM 2**

assurance: Any future violation on the land of the covenants, conditions and restrictions referred to in exception No \_ of Schedule B will not result in loss of the lien of the guaranteed mortgage referred to in Schedule A or impair the validity, priority or enforceability of such lien; nor will such violation result in loss of title to the estate or interest in the land if the Guaranteed shall acquire title in satisfaction of the indebtedness secured by the guaranteed mortgage through a foreclosure proceeding in which the holder of the rights under the reversionary of forfeiture clause referred to in the exception was properly before the court. This endorsement is made a part of the Certificate and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Certificate and any prior endorsements, if any, nor does it extend the effective date of the Certificate ("Date of Certificate") and prior endorsements or increase the face amount thereof. TITLE GUARANTY DIVISION Loyd W. Ogle Loyd W. Ogle, Director

Original to Lender
Copy to the Title Guaranty Division

MEMBER NO.

SIGNATURE OF ATTORNEY

Division Form: 461

DATE

Certificate No.:

### MANUFACTURED HOUSING UNIT ENDORSEMENT

The term "land" as defined in this Certificate includes the manufactured housing unit located on the land at Date of Certificate.

This Endorsement is made a part of the Certificate and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Certificate and prior endorsements, if any, nor does it extend the effective date of the Certificate ("Date of Certificate") and prior endorsements or increase the face amount thereof.

TITLE GUARANTY DIVISION

A cycl W. Ogle

By

Loyd W. Ogle, Director

DATE

MEMBER NO.

SIGNATURE OF ATTORNEY

Certificate No.:

#### BALLOON MORTGAGE ENDORSEMENT

The Division hereby guarantees against loss or damage by reason of:

- (1) The invalidity or unenforceability of the lien of the guaranteed mortgage resulting from the provisions therein which provide for a Conditional Right to Refinance and a change in the rate of interest as set forth in the Mortgage Rider.
- (2) Loss of priority of the lien of the guaranteed mortgage as security for the unpaid principal balance of the loan, together with interest thereon, which loss of priority is caused by the exercise of the Conditional Right to Refinance and the extension of the loan term to the New Maturity Date set forth on the Rider and a change in the rate of interest provided all the conditions set forth in Paragraphs 2 and 5 of the Rider have been met, further provided no coverage is given by this paragraph with respect to any lien, encumbrance or other matter the existence of which is actually known to the Guaranteed prior to the exercise of the Conditional Right to Refinance.

The Endorsement does not guarantee against loss or damage based upon (a) usury, or (b) any consumer credit protection or truth-in-lending law or (c) environmental protection liens or (d) federal tax liens or (e) bankruptcy.

This Endorsement is made a part of the Certificate and is subject to all of the terms and provisions thereof and of any prior Endorsements thereto, except to the extent expressly stated, it neither modifies any of the terms and provisions of the Certificate and any prior Endorsements, nor does it extend the effective date of the Certificate and any prior Endorsements, nor does it increase the face amount thereof.

			TITLE GUARANTY DIVISION
		Ву	Loyd W. Ogle
			Loyd W. Ogle, Director
DATE	MEMBER NO.		SIGNATURE OF ATTORNEY

Commitment No.:

### **GAP COVERAGE ENDORSEMENT**

The coverage afforded by this endorsement is only effective if the land is used or is to be used primarily for residential purposes. Notwithstanding anything to the contrary contained herein, the Division agrees that upon receipt of a properly executed Pre-Closing Search Certification, coverage hereunder and the effective date hereof shall be extended up to and including the recording of the mortgage of the proposed guaranteed identified in Schedule A hereof, provided that the mortgage is recorded no later than the tenth day, following the date of the Pre-Closing Search Certification, that mortgages can be recorded in the County Recorder's Office. If the property described in Schedule A hereof, or any interest in it is being transferred, the deed by which it is transferred must also be recorded at or before the time of the recording of the mortgage.

This endorsement is made a part of said Commitment and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Commitment and prior endorsements, if any, nor does it extend the effective date of the Commitment and prior endorsements or increase face amount thereof.

		Ву	TITLE GUARANTY DIVISION  Loyd W. Ogle  Loyd W. Ogle, Director
DATE	MEMBER NO.		SIGNATURE OF ATTORNEY

Certificate No.

#### **NEGATIVE AMORTIZATION ENDORSEMENT**

The Division hereby guarantees the owner of the indebtedness insured by the guaranteed mortgage against loss or damage sustained by reason of:

- 1. The invalidity or unenforceability of the lien of the guaranteed mortgage resulting from the provisions therein which provide for: (a) interest on interest; (b) changes in the rate of interest, or (c) the addition of unpaid interest to the principal balance of the loan.
- 2. Loss of priority of the lien of the guaranteed mortgage as security for the unpaid principal balance of the loan, including any unpaid interest which was added to principal in accordance with the provisions of the guaranteed mortgage, interest on interest, or interest as changed in accordance with the provisions of the guaranteed mortgage, which loss of priority is caused by (a) changes in the rate of interest; (b) interest on interest; or (c) increases in the unpaid principal balance of the loan resulting from the addition of unpaid interest.

"Changes in the rate of interest", as used in this Endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the guaranteed mortgage at Date of Certificate.

This Endorsement does not guarantee against loss or damage based upon (a) usury, or (b) any consumer credit protection or truth in lending law.

This Endorsement is not to be construed as guaranteeing title to said estate or interest as of any later date than the Date of the Certificate.

This Endorsement is made a part of the Certificate and is subject to all of the terms and provisions thereof and of any prior Endorsement thereto, except that the guaranty afforded by this Endorsement is not subject to paragraph 3 (d) of the Exclusions From Coverage. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Certificate and any prior Endorsements, nor does it increase the face amount thereof.

TITLE GUARANTY DIVISION

		Ву	Loyd W. Ogle  Loyd W. Ogle, Director
DATE	MEMBER NO.		SIGNATURE OF ATTORNEY

Certificate No.:

#### PARTIAL RELEASE OF MORTGAGE ENDORSEMENT

to in paragraph 4 of Sche thereof on the estate or in	edule A against loss or damage s nterest referred to in Schedule A in ution of a Partial Release of Morte	sustaine n the re	secured by the guaranteed mortgage referred ed by reason of any loss of priority of the lien emainder of the land described in Schedule A, ated, and recorded County, lowa,	
Recorder's Office.	Oi the	E	County, lowa,	
prior endorsements thereto the Certificate and any p	. Except to the extent expressly st	ated, it extend	o all of the terms and provisions thereof and of any neither modifies any of the terms and provisions of the effective date of the Certificate ("Date of face amount thereof.	
			TITLE GUARANTY DIVISION	
		Ву	Loyd W. Ogle, Director	
DATE	MEMBER NO.		SIGNATURE OF ATTORNEY	
Original to Lender Copy to Title Guaranty Division				

Division Form: 468

**ENDORSEMENT** TITLE GUARANTY DIVISION Certificate No.:

#### PARTNERSHIP "FAIRWAY" ENDORSEMENT

The "Guaranteed" as defined in Section 1 of the Conditions and Stipulations shall include, subject to any rights or defenses the Division may have against a predecessor Guaranteed, a successor partnership which results from the dissolution of the named insured partnership without the winding up of the business of such partnership and in which any one or more of the named general partners of the Guaranteed are general partners.

The total liability of the Division under said Certificate or Commitment and under this and any prior endorsements thereto shall not exceed, in the aggregate, the amount of liability stated on the face of said Certificate or Commitment, as the same may be specifically amended in dollar amount by this or any prior endorsements, and the costs which the Division is obligated to pay under the Conditions and Stipulations of the Certificate.

This endorsement is made a part of the Certificate and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provision of the policy an any prior endorsements, nor does it extend the effective date of the Certificate ("Date of Certificate") and any prior endorsements, nor does it increase the face amount thereof.

			TITLE GUARANTY DIVISION
		Ву	Loyd W. Ogle Loyd W. Ogle, Director
DATE	MEMBER NO.		SIGNATURE OF ATTORNEY

Certificate No.:

### NON-IMPUTATION ENDORSEMENT FOR PARTNERSHIP

Notwithstanding the pro	ovisions of paragraph 3(b) of the Ex	clusions of this policy to the contrary, the Division ass that in the event of lo	
		eny liability to it on the ground that, at date of Certific by operation of law (as opposed to actual knowledg , from	cate, e
		,	
	•	not apply and the Division shall have no liability to I all rights of subrogation and indemnity	
, shall surv	, and ive and shall not be affected by the	issuance of this endorsement.	
In the event of liability	incurred to	unc,unc,unc,unc,unc,unc,unc,unc	derthe
determined pursuant to		he Certificate, proportionately reduced by the percen	
	•	, and/or others.	
prior endorsements the the Certificate and an	ereto. Except to the extent expressly	ubject to all of the terms and provisions thereof and of stated, it neither modifies any of the terms and provision extend the effective date of the Certificate ("Date ase the face amount thereof.	on of
		TITLE GUARANTY DIVISION	
		Loyd W. Ogle	
		Loyd W. Ogle, Director	
DATE	MEMBER NO.	SIGNATURE OF ATTORNEY	

Original to Lender Copy to Title Guaranty Division

Certificate No.:

### **SURVEY ENDORSEMENT**

The Division hereby insuinaccuracies in the follow		damage	that the Insured shall sustain by reason of any
the property dime	rvey made by No s the location of the exterior bour ension of said boundaries, and co t otherwise expressly set forth in	orrectly re	the land described in Schedule A, shows flects the absence of any encroachments B.
prior endorsements there of the Certificate and an	to. Except to the extent expressl	y stated, i t extend t	all of the terms and provisions thereof and of any t neither modifies any of the terms and provisions he effective date of the Certificate and any prior
			TITLE GUARANTY DIVISION
		Ву	Loyd W. Ogle  Loyd W. Ogle, Director
DATE	MEMBER NO.		SIGNATURE OF ATTORNEY

Original to Lender Copy to Title Guaranty Division

$\sim$	rtifi	cate	NIZ	
ı.e	TTITI	care	IM	) '

### **CONTIGUITY ENDORSEMENT**

The Division hereby insures the Insured against loss or damage which the Insured shall sustain by reason of any inaccuracies in the following assurance:

The parcels of land described in Schedule A, taken as a tract, constitute one parcel of land.

This Endorsement is made a part of the Certificate and subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Certificate and any prior endorsements, nor dies it extend the effective date of the Certificate and any prior endorsements, nor does it increase the face amount thereof.

			TITLE GUARANTY DIVISION
		Ву	Loyd W. Ogle  Loyd W. Ogle, Director
DATE	MEMBER NO.	- <u>-</u> -	SIGNATURE OF ATTORNEY

Certificate No.: L-

#### LAST DOLLAR FIRST LOSS PAYABLE ENDORSEMENT

The Division assures the Insured that, provided the Insured has not released or substituted the personal liability of any debtor or guarantor, or extended or otherwise modified the terms of payment, or released any portion of the land from the lien of the insured mortgage, paragraph 8 of the Conditions and Stipulations notwithstanding, the Division agrees that until such time as the indebtedness secured by the insured mortgage is paid down to an amount equal to the amount of insurance in Schedule A of the policy, there shall not be any reduction in the amount of insurance pro tanto by reason of a partial payment by any party of the indebtedness secured by the insured mortgage.

Payment in part by any party of the principal of the indebtedness, or any other obligation secured by the insured mortgage which reduces the indebtedness secured by the insured mortgage to an amount less than the amount of insurance stated in Schedule A of the Policy, or any voluntary partial satisfaction or release of the insured mortgage, shall to the extent of the payment, satisfaction or release reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of insurance stated in Schedule A of the Policy.

In the event a defect, lien or encumbrance or other matter insured against by this policy creates a loss, the amount for which the Division shall be liable shall be determined without requiring maturity of the entire indebtedness by acceleration or otherwise, and without requiring the insured to pursue its remedies against any other collateral securing the indebtedness which is also secured by the insured mortgage.

The liability of the Division under this policy shall in no case exceed the least of:

- (i) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2 (a) of the Conditions and Stipulations; or
- (ii) the amount of the indebtedness secured by the insured mortgage as determined under paragraph 8 of the Conditions and Stipulations, at the time the loss or damage insured against hereunder occurs, together with interest thereon; or.
- (iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

TITLE GUARANTY DIVISION

This Endorsement is made a part of the Certificate and subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Certificate and any prior endorsements, nor does it extend the effective date of the Certificate and any prior endorsements, nor does it increase the face amount thereof.

		Ву	Loyd W. Ogle
			Loyd W. Ogle, Director
DATE	MEMBER NO.		SIGNATURE OF ATTORNEY

Certificate	No.:	L-
-------------	------	----

#### **EASEMENT, DAMAGE - USE OR MAINTENANCE ENDORSEMENT**

The Division hereby insures the owner of the indebtedness secured by the mortgage referred to in paragraph 4 of Schedule A against loss which the guaranteed shall sustain as a result of any exercise of the right of use or maintenance of the easements referred to in paragraphs 5, 6, 7, 8 and 9 of Schedule B over or through the land.

This Endorsement is made a part of the Certificate and subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Certificate and any prior endorsements, nor dies it extend the effective date of the Certificate and any prior endorsements, nor does it increase the face amount thereof.

			TITLE GUARANTY DIVISION
		Ву	Loyd W. Ogle  Loyd W. Ogle, Director
DATE	MEMBER NO.		SIGNATURE OF ATTORNEY

Certificate No.:

#### **ENDORSEMENT AGAINST LOSS – MORTGAGE LIENS**

enforcement of the lien ex out of the land described guaranteed by this Certific	cepted at No of S in the Schedule A as a lien end	chedule cumberir ees, and	age sustained by the Guaranteed by reason of the B so as to secure full or partial satisfaction thereof g or having priority over the mortgage or estate expenses in defense against such encumbrance
orior endorsements thereto he Certificate and any pri	<ul> <li>Except to the extent expressly s</li> </ul>	stated, it es it ext	all of the terms and provisions thereof and of any neither modifies any of the terms and provisions of end the effective date of the Certificate ("Date of thereof.
			TITLE GUARANTY DIVISION
		Ву	Loyd W. Ogle  Loyd W. Ogle, Director
DATE	MEMBER NO.		SIGNATURE OF ATTORNEY

**Original to Lender Copy to the Title Guaranty Division**